

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF TEXAS

NOV 13 2003

TYLER DIVISION

UNITED STATES OF AMERICA

V.

JUDITH L. BRUEY

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NO. 6:03CR36(02)
(Judge Davis)

PLEA AGREEMENT

COMES NOW, the United States of America, by and through the United States Attorney for the Eastern District of Texas, and in compliance with Rule 11 of the Federal Rules of Criminal Procedure, would acknowledge the following agreement with JUDITH L. BRUEY, Defendant herein, and Defendant's attorney of record, Eric M. Albritton:

1. The Defendant, JUDITH L. BRUEY, knowing the right to a trial by jury, agrees to waive a jury trial and enter a plea of guilty to Count 1 of the Information alleging a violation of Title 18, United States Code, Section 371, (Conspiracy to Possess Machineguns, Unregistered Firearms, and a Firearm with an Obliterated Serial Number).

2. Upon conviction of Count 1 of the Information, as described in Paragraph 1, hereinabove, the Defendant understands that she may receive a sentence of imprisonment of five (5) years imprisonment, a fine of not more than \$250,000.00, or both. A term of supervised release of not more than three (3) years may be imposed. In addition, the Defendant shall be required to pay a \$100 special assessment by cashier's check or money order to the United States District Clerk, 211 West Ferguson, Tyler, Texas 75702, **on or before the plea hearing date.**

3. The Defendant understands that pursuant to Title 18, United States Code, Sections 3663, 3663A and 3664, restitution may be ordered by the Court. Additionally, the Defendant understands that the Court may be required to order full restitution in cases involving crimes of violence, offenses against property under Title 18 of the United States Code including any offense(s) committed by fraud or deceit, offenses relating to tampering with consumer products, cases involving sexual abuse, sexual exploitation and other abuses of children, domestic violence cases, or telemarketing offenses.

4. The Defendant understands that the sentence to be imposed will be in the sole discretion of the Court and such sentence may be up to the maximum provided by law as set forth in Paragraph 2, herein. The Defendant is also aware that the sentence will be imposed in accordance

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with the United States Sentencing Commission Guidelines. The Government does not make any promise or representation concerning what sentence the Defendant will receive. The Defendant understands that any estimate of the probable sentence or sentencing range under the Sentencing Guidelines that Defendant may have received from Defendant's counsel, the Government, or the Probation Office is a prediction, not a promise, and is not binding on the Government, the Probation Office, or the Court. The Defendant agrees not to file any motion for departure pursuant to § 5K2.0 of the Sentencing Guidelines unless otherwise agreed by the United States Attorney's Office. In this regard, the Government provides notice to the Court that at sentencing, it intends to request the Court to decrease the Defendant's offense level by one additional level in accordance with United States Sentencing Guideline §3E1.1(b) for a total reduction of three (3) points under §3E1.1. However, the Government's motion is contingent on the Defendant clearly demonstrating to the satisfaction of the Court and the Government, that she has accepted responsibility for her offense conduct.

4a. The parties agree that USSG §2K2.1 provides the applicable Sentencing Guidelines. The Parties further agree that, pursuant to §2K2.1(a)(5), the Defendant's Base Offense Level is 18. The Parties further agree that, under Specific Offense Characteristics, the offense involved between 25 and 99 firearms as described in 26 U.S.C. §5845(a). Consequently, a six (6) level increase would apply pursuant to §2K2.1(b)(1)(C). The Parties further agree that the offense involved destructive devices warranting a two (2) level increase and that one firearm had an obliterated serial number warranting an additional two (2) level increase pursuant to §§2K2.1(b)(3) and (4) respectively. The resulting cumulative offense total would be a Level 28. As to the forgoing Sentencing Guidelines calculations, the parties understand and expressly agree that these calculations are not binding upon the Court, and, as stated in Paragraph 4 above, that the final determination of what sentence is to be imposed rests solely in the discretion of the Court.

5. If the Court imposes a sentence with which the Defendant is dissatisfied, the Defendant will not be permitted to withdraw any guilty plea for that reason alone. In the event that the Court rejects this plea agreement, the Defendant will be entitled to the remedies available under Rule 11(c)(5) of the Federal Rules of Criminal Procedure.

6. The Defendant agrees to truthfully complete a financial statement form provided by the Office of the United States Attorney, and provide such completed form to the United States Attorney no later than two weeks prior to sentencing. This form shall be used for determination and collection of any fine or restitution to be ordered by the Court.

7. The Defendant understands that if convicted of any offense consisting of the distribution of controlled substances, she may be ineligible for any federal benefits pursuant to Title 21, United States Code, Section 862.

8. The United States Attorney for the Eastern District of Texas agrees not to prosecute the Defendant in the Eastern District of Texas, for any non-violent offense committed by the Defendant in the Eastern District of Texas arising from the facts and the circumstances of the charge(s) in this case and known to the United States Attorney or derived from information received by the United States Attorney pursuant to this plea agreement, other than the offense(s) described in paragraph 1 hereinabove. The United States Attorney for the Eastern District of Texas will dismiss the Superseding Indictment pending against the Defendant upon sentencing in this case.

9. Except as otherwise provided in this agreement, the Defendant expressly waives the right to appeal her sentence on all grounds, including an appeal of sentencing pursuant to 18 U.S.C. 3742. The Defendant further agrees not to contest her sentence in any post conviction proceeding, including, but not limited to a proceeding under 28 U.S.C. 2255. The Defendant, however, reserves the right to appeal the following: (a) any punishment imposed in excess of the statutory maximum; (b) any upward departure from the guideline range deemed most applicable by the sentencing court; (c) arithmetic errors in the guidelines calculations; and (d) a claim of ineffective assistance of counsel that affects the validity of the waiver itself. The Defendant knowingly and voluntarily waives her right to appeal in exchange for the concessions made by the Government in this agreement and with full understanding that the Court has not determined her sentence.

10. Nothing in this agreement shall be construed so as to release the Defendant from any civil liability to any individual or legal entity which could arise from any matter related to, or surrounding, this case, nor does this plea agreement preclude the United States from proceeding against the Defendant on any civil action which the United States may have against the Defendant and/or pursuing any civil remedies to which the United States may be entitled.

11. Unless otherwise provided, this Plea Agreement is binding only upon the Eastern District of Texas and does not bind any other United States Attorney, nor any state or local prosecutor.

12. Defendant agrees to forfeit or abandon to the United States voluntarily and immediately all of her right, title and interest to the following firearms which are subject to forfeiture pursuant to 18 U.S.C. § 924(d) and 18 U.S.C. § 3365 and were found in her possession or under her immediate control at the time of his arrest:

1. Intratec TEC-22 .22LR caliber handgun, serial #063136
2. Colt Gov't .45 caliber handgun, serial #297010-C
3. Colt MK IV .45 caliber handgun, serial #FA 37688
4. Colt M1911A1 (US PROPERTY) .45 caliber handgun, serial #1478828
5. Beretta 92F Compact 9mm handgun, serial #D86859Z
6. Ruger Mark II .22 caliber handgun, serial #215-60417
7. Beretta 92FS 9mm handgun, serial #BER406725Z
8. RG-10 .22 caliber handgun, serial #1311320
9. Uzi Pistol 9mm handgun, serial #UP09463
10. Springfield 120A .22 caliber rifle, serial # N/A
11. Springfield M1 .30 caliber rifle, serial #2561680
12. Remington 700 with scope .222 caliber rifle, serial #386732
13. Winchester M1 .30 caliber rifle, serial #2329421
14. Mossboro 46KA .22 caliber rifle, serial # N/A
15. Winchester 60A .22 caliber rifle, serial # N/A
16. Springfield M-1 .30 caliber rifle, serial #2101742
17. Remington .22 caliber rifle, serial #A2225990
18. Winchester 1300 12 gauge shotgun, serial #L2756327
19. Winchester 120 20 gauge shotgun, serial #L2105992
20. Remington 870 12 gauge shotgun, serial #V616828V

21. Mossberg 500A 12 gauge shotgun, serial #J871491
22. Colt Commander 9mm handgun, serial #2260-LW
23. Star .22 caliber handgun, serial #1221753
24. Walther PPK 9mm handgun, serial #A023608
25. Beretta 92FS 9mm handgun, serial #L48353Z
26. Beretta 21A .22 caliber handgun, serial #BES266620
27. Star 51-04 9mm handgun, serial #07022-95
28. Colt Cobra .38 caliber handgun, serial #309
29. Smith & Wesson 9mm handgun, serial # filed off
30. AMT .22 caliber handgun, serial #F06443
31. High STD Derringer .22 mag handgun, serial #1909206
32. Uzi 9mm handgun, lower rec./no shield or barrel
33. Charter AMS AR-7 .22 caliber rifle, serial #A194621
34. Intratec TEC-22 .22 caliber handgun, serial #026861
35. Taurus .357 caliber handgun, serial #IE145984
36. Springfield M1A .308 caliber rifle, serial #071380
37. Remington 30-06 caliber rifle, serial #177405
38. Norinco SKS 7.62x39 rifle, serial #MS009985
39. Colt Courier .22 caliber rifle, serial #SC117374
40. Fabrique FNH .308 caliber rifle, serial #81596112
41. Springfield M-1 .30 caliber rifle, serial #2248498
42. Unknown (Italy) 12 gauge shotgun, serial #134665, #134286 (barrel)
43. Russian USSR rifle, serial #180177
44. US Carbine .30 caliber rifle, serial #5290363
45. Colt AR-15 223 caliber machine-gun, serial #GC008945
46. Colt AR-15 223 caliber rifle, serial #SP30982
47. Essential Arms, Inc. J-15 223 caliber rifle, serial #EA30834
48. Essential Arms, Inc. J-15 223 caliber rifle, serial #EA2579
49. Ruger 10/22 .22 caliber rifle, serial #129-60957
50. Maadi Company (HELWAN) 726 caliber rifle, serial #AC0046419
51. SWD M-11/NINE 9 caliber machinegun, serial #89-0058498
52. One envelope containing three (3) AR-15 drop-in auto sears
53. One box containing a suspected AK-47 type firearm machinegun conversion kit
54. One olive drab green colored homemade silencer - threaded on one end
55. Assorted AR15/M16 gun parts
56. Bushmaster Firearms XM15-E2S 223 caliber rifle with 2 mags , serial #L062963
57. SGW Enterprises CAR-AR 223 caliber rifle with one mag, serial #Z8546
58. One silencer manufactured by AWC Systems Technology, Phoenix AZ, Model D-214, Optima for 5.56 cal
59. Sten MKII 9 caliber machinegun with 4 mags, cap: 30, serial #99257
60. Sten MKII 9 caliber machinegun with 3 mags, cap: 30, serial #62118
61. SWD M-11 9 caliber machinegun with 6 mags, cap: 30, serial #86-008948
62. One 9mm caliber silencer manufactured by SWD, Inc. Atlanta, Georgia, serial #N978

63. One plastic box containing assorted military and clandestine training materials
64. Green ammo can containing 6 IED's (redered safe pipe bombs) and 3 smoke grenades
65. Green ammo can containing 8 cans of explosive powder
66. Green ammo can containing 67 1/3 pound sticks of Kinopak Binary Solid
67. Green ammo can containing 31 plastic tubes of Kinopak Binary Liquid
68. Green ammo can containing 35 plastic tubes of Kinopak Binary Liquid
69. 94 electric blasting caps
70. 27 non-electric blasting caps
71. 3 military detonators
72. Green ammo can containing 4 smoke grenades, 1 mine fuse, 4 trip flares, 1 glass container labeled "iodine crystals"
73. Green ammo can containing 18 large M-series prohibited explosives, 18 small M-series prohibited explosives, spools of military trip wire
74. Wooden box containing rolls of cannon fuse, 7 mine fuses, thermite powder, 3 bottles of "calcium carbide," a military battery, military fuse igniter
75. One box containing commercial fireworks
76. Green ammo can containing 6 smoke grenades, 1 trip flare
77. Plastic jar of thermite powder, sack of clothes pins, mercury switches, sack of ball berrings
78. Numerous rounds of ammunition

Defendant agrees that the above firearms were used in whole or in part to perpetrate the alleged violations in the Indictment to which Defendant is now entering a plea of guilty.

Defendant agrees to fully assist the Government in the forfeiture of the listed firearms and to take whatever steps are necessary to pass clear title to the United States, including but not limited to surrender of title and execution of any documents necessary to transfer her interest in any of the above property to the United States, and take whatever steps are necessary to ensure that assets subject to forfeiture are not sold, disbursed, wasted, hidden or otherwise made unavailable for forfeiture. Defendant agrees not to file a claim to the listed firearms in any civil proceeding, administrative or judicial, which may be initiated. Defendant agrees to waive her right to notice of any forfeiture proceeding involving her property, and agrees not to file a claim or assist others in filing a claim in that forfeiture proceeding. Defendant knowingly and voluntarily waives his right to a jury trial on the forfeiture of assets. Defendant knowingly and voluntarily waives all constitutional, legal and equitable defenses to the forfeiture of these assets in any proceeding. Defendant agrees to waive any claim or defense under the Eighth Amendment to the United States Constitution, including any claim of excessive fine, to the forfeiture of assets by the United States or its subdivisions. Defendant agrees to abandon to the United States voluntarily and immediately all of her right, title and interest to the above firearms seized in connection with this case and agrees to sign any documents to effect the abandonment of these firearms.

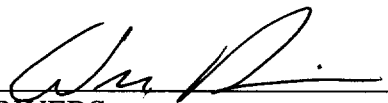
13. The Defendant, Defendant's attorney, and the United States Attorney for the Eastern District of Texas, acknowledge and confirm that this is the entire plea agreement which has been

negotiated by and between the parties, it supersedes all other plea agreements, that no other promise has been made or implied by either the Defendant or the Government, and that this agreement is being entered into freely, voluntarily, and upon advice of counsel.

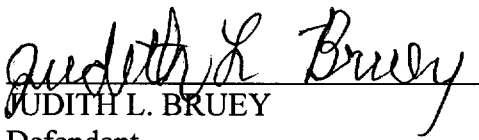
Respectfully submitted,

MATTHEW D. ORWIG
UNITED STATES ATTORNEY


DATED: 11/7/03


WES RIVERS
Assistant U. S. Attorney

DATED: 10-4-03


JUDITH L. BRUEY
Defendant

DATED: 11/4/03


ERIC M. ALBRITTON
Attorney for Defendant